

networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2.8 Network Solutions reserves the right to reject any advertisements from entities for any reason, including those products and/or advertisements deemed to be inappropriate in any way. This includes advertisements or links to pornography, violence, vulgar language, dating/personal ad sites, mp3 sites, gambling, racial/hate promotion, foreign language, etc.

3. Fees and Payment Terms Payment for the Online Marketing Services selected by you will be on a pre-paid basis, due and payable at the beginning of the term, and will continue billing at the beginning of any and all subsequent terms until such time as you or we terminate the Online Marketing Services. To participate in the premium listings service (the "Listings Service") (as a part of the Online Marketing Services), you must be an active, current Network Solutions account holder. You agree to pay us or our third party vendors for all charges incurred by your use of the Listings Service. For charges generated through the delivery of clicks to your site, you will be charged based on actual clicks and pay all charges in US Dollars. All charges are exclusive of taxes. Charges are solely based on our (or our third party vendors') click measurements. You are responsible for paying all taxes and government charges, and reasonable expenses and attorney fees we incur in any action associated with the collection of service fees. **You agree to submit any claims or disputes regarding any charge to your account in writing to us within sixty (60) days of such charge otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge.**

Any one-time service fees charged to your account and any initial deposit, the value of which will be credited to your account, are non-refundable. When your funds on deposit with us fall below the minimum level for active accounts, defined as 20% of your estimated monthly click charge, we will automatically bill your credit card, charge card, or debit card on file the amount equal to the minimum monthly amount (defined as your Average Daily Spend amount multiplied by 30 days), as specified by you during the Listings Service signup. We reserve the right to change the minimum level for active accounts at any time. You have the option of terminating your Listings Service at any time. Such termination of your Listings Service shall be effective at the end of your normal 30 day billing cycle, or when your funds on deposit are exhausted. At time of notice of termination, we reserve the right to allocate any or all of your available funds to any outstanding charges or fees due us. Upon the effective date of termination, your listings will be removed from the search engines.

4. Your License. Network Solutions grants you a personal, non-transferable and non-exclusive right and license to use on a single computer the object code of any software provided to you by Network Solutions in connection with the Online Marketing Services ("Software"); provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any

manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Online Marketing Services. You agree not to access the Online Marketing Services by any means other than through the interface that is provided by Network Solutions for use in accessing the Online Marketing Services.

5. Suspension and/or Termination. If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy, Network Solutions may, in its sole and exclusive discretion, suspend or terminate your Online Marketing Services immediately and without notice to you. Online Marketing Services Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Services fees that accrue during the period of suspension.

6. Specific Restrictions. In certain instances involving the Online Marketing Services, Network Solutions will perform industry research in order to provide keyword phrase choices to you. The keyword research stage (where applicable) will include no more than three rounds of research by Network Solutions and you will be contacted via e-mail with recommended keyword phrases. You may suggest additional keyword phrase research during these three rounds of research. During the keyword research phase, Network Solutions will contact you via email with information that will require a response. Response will be necessary for the project to move forward in a timely manner. If a response is not received from the client for more than 60 days, the optimization project is considered "abandoned" and payment is surrendered in full.

You acknowledge and agree that you have the sole authority and responsibility to choose and approve the final keyword phrases. Network Solutions will not conduct any type of intellectual property review or analysis of recommended keyword phrases and will further conduct no review of any third party rights to recommended keyword phrases. You agree it is entirely your responsibility and obligation to conduct an analysis of any recommended keyword phrases to determine whether any other party may have any type of rights to the recommended keyword phrases. Network Solutions will not be held liable for any claims arising out of your choice or lack thereof of recommended keyword phrases. You agree that you assume all risks for trademark infringement, brand infringement, intellectual property infringement or other claims based on your choice of keyword phrases.

Any tutorial that is provided on a 30-minute or 60-minute basis as a part of the Online Marketing Services is for information purposes only. These tutorials are one time only and if the tutorial is cut short for any reason by you prior to the end of the 30-minute or 60-minute session no continuation of the tutorial is permitted. Network Solutions has the right to terminate the tutorial at the end of either the 30-minute or 60-minute session. Network Solutions may also terminate any tutorial if a Customer is abusive, makes threats, indicated that the Customer is involved in unlawful activity or poses a risk in any way to Network Solutions.

7. Web Promotion Content and Added Content. Customer takes full responsibility for all content suggested or supplied to Network Solutions for inclusion on web document(s), advertisement(s) or any form of media. Customer is held legally liable for the supplied content. Customer agrees to abide by all local, state, national, and international laws including, but not limited to, trademarks, patents and copyrights. Customer agrees to all content created by Network Solutions to be hosted on customer's website for the purposes of achieving increased search engine visibility. Customer agrees once the Services begin, additional content will be added to the site by Network Solutions and code will be adjusted to optimize for search engines. Any requested changes to graphics, text, web pages, and forms or any other requests extending outside of the scope of the project (as defined in the pricing plans) will not be included or considered without advanced payment of \$100/ hour. Customer gives Network Solutions full authority as a part of this service to create, add, delete, revise or upload content, including approved keywords, onto the Customer's site in order to optimize your site for search engines.

8. Changes and Alterations to Customer Websites. In order to keep your website ranking in top positions or to develop, create and build links we must have full FTP access (read/write permission) to the web site server during the guarantee period. This will allow us to make any necessary changes to the site in the event of a search engine algorithm shift. You agree to allow Network Solutions to perform a complete analysis of your site, including, but not limited to, its code, text and links. You further agree that Network Solutions may make adjustments as needed to enable the site, code, text or links to be located by search engines. Network Solutions will make an effort to work with you to notify you of any modifications, adjustments or additions that are made to your site during this process.

We must have the ability to optimize the layout and keyword density of your web pages. If you plan to make any significant design changes to your site within six months of your Online Marketing Services (optimization) order, you must notify Network Solutions before work commences. If Network Solutions is not notified, a charge may be applied for any update of custom pages that you make and your guarantee may be voided.

9. Feedback. Customer agrees to provide via email to Network Solutions approval of the keyword phrase list within seven (7) days. If feedback is not received by Network Solutions within seven (7) days, you agree that Network Solutions reserves the right to finalize recommended keywords and Network Solutions will not be held liable for any claims that may arise from the finalization of the keyword phrases or any additional costs required to extend the project timeline. You understand and agree that your failure to respond to the e-mail that contains the recommended keyword phrase list within the seven (7) day period is considered an approval of the recommended keyword phrase list thereby giving Network Solutions the authority to submit and optimize your site with such keyword phrase(s) contained on the list.

10. Links. You give Network Solutions full authority and rights to your website in order to develop appropriate links, including but not limited to, the text, content and placement of links on your site. You give Network Solutions the right to establish an e-mail account

on your behalf for the purpose of communicating with third parties in order to place links to your site on third party sites. You also give Network Solutions the full authority to contact third parties by any means to place links on third party sites. Customer agrees that links that are established by use of the Services on third party sites may be removed or deleted by third parties. It is Network Solutions intention when it places links on third party sites for those links to be permanently placed on such third party sites, but Network Solutions can not control the actions of third parties that may remove or delete a link that Network Solutions has placed. Customer expressly agrees that Network Solutions has no liability and no responsibility for links to a Customer's site that are removed or deleted by third parties on third party sites. Network Solutions disclaims all liability for any and all claims that may arise against Customer or a third party as a result of a link or the text of a link that is on any site on the internet or that has been placed on a site as a part of the Services. Customers understands and agrees that Network Solutions will not conduct any type of intellectual property search, including trademarks or copyrights, as a part of the Services and therefore Customer assumes all risks related to intellectual property infringement or violation of any third party's rights.

The link building package of the Online Marketing Service can be either a monthly or annual service. The monthly package is an automatically recurring service that must be cancelled before the next billing period to end further service. Once billing occurs, the monthly service will begin. Any link building package that is a part of the Online Marketing Service can be cancelled during an active month of service. That cancellation will then occur when that active month is complete. The link building package of the Online Marketing Service is non-refundable, with the exception of special circumstances as determined by Network Solutions.

The set up fees for the link building package of the Online Marketing Service are billed at the time of purchase. Once the set up is complete, the monthly or annual service begins immediately. If you have an active Network Solutions account, you will be billed pro-rated from the date of monthly service to the date of the next billing cycle. If you are creating a new Network Solutions account, upon the set up completion date you will be billed in full for the first month of the Service.

The link building guarantee is a month to month guarantee. The guarantee is only for links that are placed within a twelve (12) month period of time. For example, the maximum number of links that will be guaranteed for a Basic package (2 links a month) is twenty-four (24) links for a customer who purchases this package for twelve (12) or more consecutive months. Failure by Network Solutions to meet the link building guarantee in one particular month will result in a refund for the Customer, if so requested within a seven (7) day period of time after the end of the month, for only the month that the link building guarantee was not met and for the number of links that were not placed. If a Customer does not request a refund within the seven (7) day period of time, the links that were not placed will be carried over to the next month. The first set of links is guaranteed to be placed within approximately 8 weeks of the start of monthly service. Any additional guaranteed links thereafter will be placed within 4 weeks after the first set of links are placed.

11. Press Releases. As a part of the press release service for Online Marketing Services you agree to work with Network Solutions, answer any questionnaires that may be sent to you regarding your site and also permit a full analysis of your site in order for a press release to be written. Upon finalization of the press release, Network Solutions will submit the press release to certain major internet news sites and will work to distribute the press release through PR Web. The press release service is dependant on various third parties and Network Solutions is not in any way responsible for the failure of these third parties to perform in their responsibilities.

12. Refunds and Guarantees.

12.1 Due to the nature of the Online Marketing and Web Promotion Service Industry, Network Solutions cannot offer guarantees for a majority of its Online Marketing Services and, as such, all payments are nonrefundable. Refunds to Online Marketing Services are only provided in limited instances where the guarantee has not been met on a guaranteed service, the Customer has taken all actions consistent with this Agreement and has not taken any action that would void the guarantee. The following conditions, among others, apply to any Network Solutions guarantee related to Online Marketing Services:

For applicable optimization packages, Network Solutions guarantees a minimum number of top ten listings across 12 search engines within 10 months from completion date. Most engines will index your site in about three (3) months, but it takes time to gain popularity and ranking. The search engines included are: AOL, AlltheWeb, AltaVista, AskJeeves, Google, Hotbot, IWon, Looksmart, Lycos, MSN, Netscape, and Yahoo!. The minimum number of top ten listings guaranteed is 5 for the 20 keyword phrase package, 10 for the 30 keyword phrase package and 20 for the 50 keyword phrase package. For applicable optimization packages, this guarantee is only valid for top ten listings across the major search engines listed above for keyword phrases researched by our team. Network Solutions does not guarantee sales or traffic. This will depend on the demand for your product or service, design and layout of site, and many other factors that are beyond our control. The guarantee provided for website optimization packages is based upon the company's most diligent efforts to deliver top search engine rankings. Your selection of keyword phrases that are competitive phrases may void the guarantee.

The web is very unpredictable and dynamic. For this reason, Services are provided on a best-efforts basis. In no event will Network Solutions will be liable for any damages, for any cause, arising from provided services, including any lost profit, lost savings, or other incidental or consequential damages, even if another party has advised Network Solutions of the possibility of such damages, or for any claim.

Customers who receive completed services will not be eligible for a refund in any manner. This includes optimizations, press releases, link building, search engine visibility, other Online Marketing Services, consultations and monthly maintenance services. There is no refund on work performed once completed.

Any web site downtime of one day or more voids any guarantee because search engines will remove your listing if they cannot find your site. Cloning your web site after the promotion has been uploaded will void the guarantee because search engines penalize and ban sites for this practice. Any website that is all Flash, contains frames/layers or adult content is not eligible for the guarantee.

You may need to use multiple domains for commonly misspelled versions of your domain name, or for other good domain names that you do not want your competitors to get. The only way to point multiple domains to the same website in a search engine friendly manner is through a 301 redirect. If you have purchased multiple domains and simply redirect them to the same IP address (website) without using a 301 redirect, this is usually considered by the search engines to be spam because you're trying to index multiple website domain names that point to the same physical content on the server. Doing this will risk a duplicate content penalty in the major search engines.

From a search engine perspective, 301 redirects are the only acceptable way to redirect URLs. If Network Solutions finds that you are not using a 301 redirect to accomplish this task, the guarantee will be voided. Search engines will index only your site's main URL, but will transfer link popularity from the additional domains to the main one.

12.2 Network Solutions' Online Marketing Services do not include the paid submission fees that some search engines charge for inclusion. We are not affiliated with these submission services in any way. You may opt to pay these fees directly to the search engine for inclusion.

12.3 The link building program and press release services are not available for certain types of sites including pharmacy sites, gambling sites and adult sites. Network Solutions reserves the right to decline any or all services to any site based upon site content.

12.4 In order for Network Solutions to provide the best possible search engine optimization services, we need to work together as a team. You agree that you will let us know if you make any changes to your website pages, especially the homepage. As the entrance to your site, this page is critical. You agree to inform us of any substantial edits or changes to your site within two days. This guarantee is void if our work is altered without our knowledge. Search engine optimization fees to repair altered pages are billed at \$100 per hour.

12.5 The Press Release service requires a response via email from the client before the project can begin. If a response is not received from the client for more than 30 days, the service will be considered cancelled with no refund and the guarantee will be voided.

13. Time Constraints. Unless otherwise specified in writing by Network Solutions, all projects will be considered completed upon delivery of the completion notification email. Any additional work will be considered out of the scope of the initial project and subject to hourly charges.

14. Set-up Fees. There are set-up fees related to the Services that are non-refundable. These and other set-up fees are required as Network Solutions often must pay for services, software, hardware or labor up front as soon as a Customer purchases the Services.

15. Additional Fees. Customer agrees that any additional assistance with the Services will be billed by Network Solutions to the Customer at the rate of \$100/hour. Customer also agrees to pay \$100/hour for any changes, modifications, updates, and optimization alterations that exceed the scope of the project.

16. Search Engine Visibility. In addition to the other terms of this Agreement and this Schedule U, Customers who purchase the search engine visibility package of the Online Marketing Service agree to provide their Google API key to Network Solutions for optimization and ranking purposes. Customer understands and agrees that as a part of this package Network Solutions will offer applications such as Wordtracker and other related functionality that will generate or recommend keyword phrases that the Customer may consider using. Customer agrees not to abuse such applications, like Wordtracker, by submitting multiple repeated requests. Network Solutions reserves the right to terminate, suspend, revoke or cancel access to these and other applications if the Customer abuses them in any way. Customer also acknowledges and agrees that Network Solutions or any of its partners do not perform any type of intellectual property search or screen on any recommended keyword phrases. Consequently, Customer accepts that it assumes all risk and liability for using recommended keyword phrases that are generated through Wordtracker or other related applications or are otherwise recommended by Network Solutions. Network Solutions is not responsible for any claims by any parties involving Customer's use of recommended keywords that may be in violation of any third party's rights (including intellectual property rights). Customer agrees that it will respond to Network Solutions within seven (7) days when Network Solutions provides the Customer via e-mail a list of recommended keyword phrases. If Customer does not respond within seven (7) days from the day that Network Solution sent the e-mail, Customer's list of recommended search terms will be deemed to be approved by the Customer. Any liability that may result from a Customer's failure to respond within seven (7) days is solely the responsibility of the Customer, including but not limited to, intellectual property claims regarding the use of recommended keyword phrases. Network Solutions is not responsible for any errors, omissions or other issues that may arise from the submission of Customer's site to any search engine.

SCHEDULE V TO SERVICE AGREEMENT

WEB SITE & LOGO DESIGN SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all customer purchases of the Do-It-for-Me Web Site Design Services, Custom Interactive Web Site Design Services and Custom Logo Design Services (as defined below).

1. Description of Do-It-for-Me and Custom Interactive Web Site Design Services and Custom Logo Design Service

1.1 Network Solutions will build a web site and/or design a logo for the Customer (hereinafter referred to as "you or the "Customer") based upon direction and input provided to us by you. The Do-It-For-Me Web Site Design Service, Custom Interactive Web Site Design Service, and the Custom Logo Design Service may be collectively referred to as the "Design Services." Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Design Services described on the Network Solutions web site and purchased by you during the sign-up process. Network Solutions reserves the right to amend its Design Services offerings and to add, delete, suspend or modify the terms and conditions of such Design Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

1.2 Customer hereby grants to Network Solutions and its vendors and subcontractors all necessary rights and licenses with respect to the Customer's web site or logo created by Network Solutions in order to carry out its obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by Network Solutions.

1.3 The Custom Logo Design Service is an offering whereby customers can request that Network Solutions create and design a logo (each, a "Logo Creative" or "Creative"), revise those Creatives (each, a "Revised Creative") and obtain responses (each, a "Response") to those Creatives or Revised Creatives from design experts retained by Network Solutions ("Designers"). Network Solutions will provide you, as the Customer, the service according to the package you have chosen. Your Responses will be created iteratively through a drafting cycle of Creatives, Revised Creatives and Responses, ultimately resulting in a final Response conforming to your various Creative and Revised Creatives.

1.4 The Do-It-For-Me Website Design Service is an offering whereby a Customer can request that Network Solutions assist them with the design of a web site using Network Solutions web site building tool, ImageCafé. ImageCafé® Web Site Creator is a template based Web site design tool that lets you create a web site using our step-by-step wizard to select your design, color, theme and images. The Custom Interactive Web Site Design Services is an offering whereby a Customer can request that Network Solutions design and create a web site for them using sophisticated graphics, advanced layouts and other features. The Custom Interactive Web Site Design Services is not based from ImageCafé templates. The Customer will receive a custom website designed and developed by Network Solutions. Although Network Solutions will custom design your web site, your web site may contain some features and design elements used in other web sites designed by Network Solutions.

2. Your Obligations. In order for Network Solutions to perform the Design Services in accordance with this Agreement, you shall be responsible for doing the following:

2.1 Providing Network Solutions with all information requested by Network Solutions as well as any custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) that the Customer wishes to use in connection with development of your web site or Logo Creative.

2.2 Contacting Network Solutions promptly to make changes, modifications, and enhancements to your web site or Logo Creative starting from the date of sale.

2.3 Contacting Network Solutions promptly with notice of Customer's decision to cancel or discontinue the Design Services starting from the date of sale.

2.4 Obtaining Internet connectivity to access your Web site, to send and receive e-mail, and to otherwise access and utilize the Internet.

2.5 To the extent that Customer gathers any personal information about visitors to your Web site, Customer will not share that personal information with any third party without first obtaining a visitor's consent.

2.6 Ensuring that the Web site content provided by Customer does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties. By using the Design Services, Customer represents and warrants that any name or word submitted to be used as all or part of the URL associated with your Web site does not infringe any trademark or domain name rights of any third party.

2.7 Ensuring the accuracy of materials provided to Network Solutions, including, without limitation, Web site content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer.

3. Information and Content You Provide. If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Network Solutions has the right to suspend or terminate your account and refuse any and all current or future use of the Design Services (or any portion thereof).

4. Non-Interference By You. Customer will use the Design Services in a manner which does not interfere with or disrupt other network users, services, or equipment, and Network Solutions reserves the right to terminate or suspend the Design Services without notice if such interference is determined by Network Solutions to exist. Such interference or disruption includes, but is not limited to:

4.1 wide-scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums,

4.2 propagation of computer worms or viruses, and

4.3 use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

5. Unauthorized or Inappropriate Use. Network Solutions reserves the right to deny, terminate, or suspend Design Services without notice if, in Network Solutions' sole discretion, the Design Services are used by Customer in a manner that violates or may violate the following standards or the AUP, and Network Solutions reserves the right to reject, alter, modify, or remove Customer's website, website domain name, URL address, or any website content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which Network Solutions in its sole discretion deems to be in violation of the AUP or (i) an infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right, or (ii) stating or implying that the Web site is placed by Network Solutions or any party with a contractual relationship with Network Solutions, or that such parties endorse the Customer's products or services, or (iii) pornographic or obscene.

5.1 Network Solutions neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Network Solutions reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any services rendered to Customer by Network Solutions are an appropriate recompense to Network Solutions for the time required to respond to and address issues created by Customer's illegal or obscene site/content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this Agreement or the AUP, Network Solutions will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's website, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

6. Additional Indemnification Obligations. In addition to your indemnification obligations set forth elsewhere in this Agreement, you agree to defend, indemnify, and hold harmless Network Solutions and each of its officers, directors, employees, agents, affiliates, co-branders or other partners, and employees of any of the foregoing, from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim in connection with your web site (including, but not limited to, web

site content) or the URL and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including reasonable legal fees and expenses (whether incident to the foregoing or to Network Solutions' enforcement of said rights or defense and indemnity).

7. Ownership of Your Content. With the exception of your ownership interest in the information, materials, images, photos and other content that you provide to us for inclusion in your web site, ownership interest to your web site, including, but not limited to, the HTML coding, scripting, copyrights, visual layout, appearance and design and all other intellectual property rights, shall be with Network Solutions. However, with respect to Network Solution's Custom Logo Design Services and Custom Interactive Web Site Design Services offerings, the following terms and conditions apply to ownership rights:

Subject to your compliance with this Service Agreement, you shall own the final logo work product and the final custom interactive web design product provided to you by Network Solutions (the "Final Product"). You shall not, however, own any materials, media or other content generated during any revision cycles leading up to the Final Product, and Network Solutions expressly reserves all right, title and interest in and to the same. You acknowledge and hereby grant to Network Solutions a royalty-free, irrevocable exclusive worldwide right to use Creatives, Revised Creatives, initial artwork concepts, website mockups, revisions, individual Responses provided to you, and the Final Product for internal and archival purposes, and in order to display and promote the Network Solutions Design Services. Network Solutions retains the rights to all artwork concepts and other content not selected by you. You acknowledge that your ownership rights under this Service Agreement are limited to the Final Product, and that no trademarks or service marks in or to any Final Product are being conveyed under this Service Agreement. You hereby acknowledge that Network Solutions shall have no obligation or duty to perform trademark, service mark or copyright searches or inquiries, or the like, in order to validate the propriety or legality of the Final Product. Accordingly, you are encouraged to perform your own independent searches with regard to the Final Product. Furthermore, you acknowledge that Network Solutions shall have no responsibility or obligation of any kind to assist you in seeking state or federal intellectual property protection (i.e., without limitation, trademark or copyright registration) for the Final Product, nor shall Network Solutions be responsible for otherwise assisting you in any way in your attempt to perfect your rights in or to the Final Product.

8. Customer Interactive Web Design Services Statement of Work. In addition to the terms and conditions set forth in this Services Agreement and this Schedule, the Customer shall be bound by the terms of the Statement of Work which shall be prepared by Network Solutions and mutually agreed to by Customer and Network Solutions. The Statement of Work may contain, but may not be limited to, a list or description of the services our Designers will provide you as part of the Custom Interactive Web Site Design Services, a list of technical, graphic or other special features that will be incorporated into your web site, the schedule for delivery of the Final Product, applicable

fees and payment schedule, and a description of any applicable cancellation fee or policy. This Statement of Work shall become a part of this Services Agreement and shall be subject to all terms and conditions of the Services Agreement.

9. Fees and Payment Terms. Fees for the Design Services selected by you will be on a pre-paid basis, due and payable at the beginning of the term (meaning at the beginning of the first year and thereafter at the beginning of each month), unless (at time of your purchase) we provide you with the ability to pay for the first year of your subscription on a monthly basis (in which case we will charge your credit card at the beginning of each monthly period during your first year subscription) or unless another fee or payment structure is mutually agreed to by you and Network Solutions in writing. You agree that in the event you terminate your subscription to the Design Services prior to the completion of your first one-year commitment, you will not receive a refund of any fees paid and, in the event we have permitted you to pay on a monthly (or other payment-over-time) basis, you will be obligated to pay us for the balance of your total first-year fees (for which you agree we may charge your credit card on file). After your first year's subscription, we will continue billing your credit card at the beginning of any and all subsequent monthly terms until such time as you or we terminate the Design Services. Network Solutions reserves the right to charge you, and you agree to pay, the applicable design fees for the Do-it-for-Me Web Design Services upon the earlier of: the date of publication of your web site, or 60 days after the date of your purchase of the Do-It-For-Me-Web Design Service. In addition, if you purchase a Do-It-For-Me Web Site Design Package and Network Solutions has waived your initial design or set up fee or offered you a discounted set up or design fee, Network Solutions shall have the right to charge you, and you agree to permit Network Solutions to charge your credit card \$250.00, should you choose to cancel the Do-It-For-Me Web Site Design Package within 180 days from the date of purchase and after Web site design work has started.

10. Suspension and/or Termination. If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy, Network Solutions may, in its sole and exclusive discretion, suspend or terminate your Design Services immediately and without notice to you. In addition to your obligation to pay any set up and applicable fees for the Design Services, Design Services fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Services fees that accrue during the period of suspension.

SCHEDULE Y TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO E-COMMERCE SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of E-Commerce Services (as defined below).

1. Description of Service. Network Solutions may make available for purchase, from time to time, a variety of e-commerce packages, stand-alone e-commerce services,

optional add-on e-commerce services and e-commerce software, as published on the Network Solutions website (collectively, "E-Commerce Services"). The E-Commerce Services include, but are not limited to, shopping cart functionality, e-commerce templates, storefront design, support and hosting, order and payment processing, inventory and product tracking and management, web site analytical tools and data integration using MonsterBooks and/or MonsterDataPort. Network Solutions reserves the right to amend its E-Commerce Services offerings and to add, delete, suspend or modify the terms and conditions of the E-Commerce Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

2. Software License and Proprietary Rights. During the term of this Agreement, Customer will have a limited, revocable, non-transferable and non-exclusive license for Customer to use the E-Commerce Services, including but not limited to any software, and related documentation solely for Customer to provide business related services over the internet that are consistent with the terms and conditions of this Agreement as well as any applicable state, federal, or international law. Customer agrees that Customer and its agents will not: (a) sell, lease, transfer, license or sublicense the E-Commerce Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the E-Commerce Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the E-Commerce Services by any third party; (d) copy or reproduce all or any part of the E-Commerce Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the E-Commerce Services in any way; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the E-Commerce Services; (g) knowingly introduce into or transmit through the E-Commerce Services or any other services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the E-Commerce Services; (i) engage in or allow any action involving the E-Commerce Services that is inconsistent with the terms and conditions of this Agreement; or (j) cause, assist or permit any third party to do any of the foregoing. No right, title or interest of intellectual property or other proprietary rights in and to the E-Commerce Services and/or other products, services or software made available under this Agreement is transferred to Customer hereunder. Network Solutions, its wholly-owned subsidiaries and affiliates and its Third Party Licensors (as defined below) retain all right, title and interests, including, without limitation, all copyright, trade secret, intellectual property and other proprietary rights in and to the E-Commerce Services and/or other products, services or software provided under this Agreement.

3. Audit Rights. If a customer has purchased any Network Solutions software or has obtained FTP access to the Network Solutions software or other E-Commerce Services, Network Solutions shall have the right, during the term of this Agreement and for a period of six (6) months thereafter to access Customer's location and files to inspect Customer's or your agent's use of the E-Commerce Services, as well as computers and equipment used in connection therewith. Customer shall cooperate fully with any such

audit or inspection. In the event that any audit shows any misuse, violation or breach of the E-Commerce Services or this Agreement, Network Solutions shall be entitled to pursue any remedies available to it under this Agreement or otherwise at law or in equity, and to or suspend, revoke, or terminate E-Commerce Services if you are still a Network Solutions customer.

4. Availability, Downtime and General Services. In addition to the provisions in Sections 7 and 8 of this Agreement, the parties acknowledge that since the Internet is neither owned nor controlled by any one entity, Network Solutions makes no guarantees that any given user will be able to access the E-Commerce Services at any given time. Network Solutions shall not be liable to Customer for failure of accessibility to the E-Commerce Services or any potential or actual losses that Customer may suffer from Customer's inability to access or use the E-Commerce Services or your customer's inability to access any websites that may be supported or hosted by E-Commerce Services. Network Solutions provides all E-Commerce Services and any software related to those services to the Customer on an "as is" basis and does not guarantee that the E-Commerce Services or any related software has no errors, defects or bugs or will function properly. Customer agrees that Network Solutions is not responsible in any way for any malfunction or downtime in the E-Commerce Services or related software and any damage, injury or lost profits that may arise from such malfunction or downtime. Network Solutions makes no guarantee that the E-Commerce Services that the Customer purchases will operate seamlessly and without error with Customer's own hardware, software or other services (including third party products) that Customer currently uses. Network Solutions makes no guarantees regarding system uptime, including but not limited to, the uptime for hosting a Customer's store(s) on Network Solutions or third party systems. From time to time, and as may be necessary to maintain such systems and Network Solutions hardware, Network Solutions reserves the right to take its servers and other hardware offline for repairs, upgrades or routine maintenance. Customer agrees and understands that Network Solutions E-Commerce Services, including the hosting of a Customer's store, may be dependant on third party services that Network Solutions can not control. Customer expressly agrees that the availability of those third party services may impact Customer's E-Commerce Services and therefore does not hold Network Solutions liable for any actions of a third party that may adversely impact Customer's E-Commerce Services. Any uptime calculation or percentage that is provided as a part of the E-Commerce Services does not include routine maintenance, unexpected downtime caused by network issues or third party vendors, and occurrences that are outside the control of Network Solutions, including but not limited to the Force Majeure occurrences that are outlined in Section 27 of this Agreement.

5. Terms and Conditions of Network Solutions' Licensors. Customer acknowledges and agrees that the E-Commerce Services are provided, in some cases, by third party Licensors to Network Solutions (hereinafter "Third Party Licensors"). For all E-Commerce Services that are provided by Third Party Licensors to Network Solutions, Customer agrees with and shall abide by all Third Party Licensors terms and conditions, if any. Such Third Party Licensors terms and conditions are available upon request (the "Additional Terms and Conditions"). Any Additional Terms and Conditions are in

addition to and supplement the terms and conditions provided in this Agreement. Customer acknowledges and agrees that it will be subject to all Additional Terms and Conditions and that all such Additional Terms and Conditions shall be incorporated into this Agreement, to the extent those Additional Terms and Conditions do not conflict with the terms and conditions of this Agreement, as if set forth fully herein. Customer further agrees that it will be subject to all Additional Terms and Conditions where Customer elects to add services to its E-Commerce Services package.

6. Changes to Network Solutions Licensors. Customer acknowledges that Network Solutions may, at its sole discretion, change any Third Party Licensors that provide services under this Agreement, or add or delete discrete services from the E-Commerce Services. In the event that Network Solutions changes Third Party Licensors, Network Solutions may provide Customer with notification of changes in Third Party Licensors and refer Customer to information posted on Network Solutions' website relative to that change which shall become Additional Terms and Conditions for the purposes of this Agreement.

7. Consultation. Any tutorial that is provided on a 60-minute basis as a part of the E-Commerce Services is for information purposes only. These tutorials are one time only and if the tutorial is cut short for any reason by you prior to the end of the 60-minute session no continuation of the tutorial is permitted. Network Solutions has the right to terminate the tutorial at the end of the 60-minute session. Network Solutions may also terminate any tutorial if a Customer is abusive, makes threats, indicates that the Customer is involved in unlawful activity or poses a risk in any way to Network Solutions.

8. Refund. Refunds for certain E-Commerce Services are only provided in limited instances and only within the first 30 days from Customer's purchase of the services. Such refunds are only permitted where the Customer has taken all actions consistent with this Agreement and has not taken any action that would void the 30-day trial offer. Refunds will not include a processing fee that all Customers must pay.

SCHEDULE Z

PERFORMANCECLICKS

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of PerformanceClicks Service(s) (as defined below).

1. Description of the Service. For purposes of this Schedule Z to the Service Agreement, the "PerformanceClicks Services" or "the Service" shall mean that program whereby Customers wishing to advertise and drive traffic to their web site(s), services or products, pay for listings to appear in the search results generated by Network Solutions and/or its search partners in response to a keyword search term. Registering for the Network Solutions PerformanceClicks Services does not in any way guarantee that all or any of the search terms submitted will be accepted by Network Solutions. Network Solutions

reserves the right, at any time and from time to time to reject and/or remove any search terms submitted by Customers as well as grant to other clients access to those search terms. As used in this agreement, the terms "Client", "Customer" and "You" mean you and the company or entity, which you represent.

2. Display of Advertisement. Customer agrees that it shall work with Network Solutions on all of the text and other data which Network Solutions will use to comprise the text that Customer intends to have displayed through the PerformanceClicks Service ("Advertisement"). Customer hereby grants to Network Solutions a non-exclusive, royalty-free, worldwide right and license by all means and in any media to use, reproduce, distribute, modify for technical purposes, publicly perform, publicly display and digitally perform such Advertisement and all its constituent parts. Customer agrees that it shall bear all responsibility and liability for any and all claims related to the Advertisement or copy, data or text that relate to the Advertisement. Customer further agrees that Network Solutions shall have no liability for any and all claims that relate to any Advertisement or copy, data or text that relate to the Advertisement.

3. Advertising Guidelines. Customer acknowledges and agrees that in order for Network Solutions to maintain the integrity of the Service, Customer is subject to this Schedule Z to the Service Agreement. Network Solutions may, in its sole discretion, reject, cancel or remove at any time any Advertisement from the Service for any reason without prior notice to the Customer. Network Solutions will not be liable in any way for any rejection, cancellation or removal of any Advertisement. Customer represents and warrants that: (a) it has all necessary authority to enter into this Agreement; (b) it has all necessary licenses, permits, clearances and/or rights to use the Advertisements; (c) it will comply with all applicable laws; (d) any use and display of the Advertisements shall not: (i) infringe or violate any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of a third party, including any right of privacy or publicity; (ii) violate any federal, state or local laws or regulations or foreign laws; (iii) contain material that is pornographic, obscene, defamatory, libelous, fraudulent, misleading, threatening, hateful, or racially or ethnically objectionable; (iv) be likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity, or (v) contain viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.

3. Non-Refundable Setup Fee. Network Solutions will charge Customer a non-refundable setup fee of \$99 ("Set-up Fee").

4. Cancellation; Termination. Network Solutions may at any time terminate the Service, terminate this Agreement or cancel any Advertisement. Network Solutions will notify Customer by email of any such termination or cancellation which shall be effective immediately. Upon cancellation or termination Customer shall remain liable for any amounts due for clicks already delivered and for clicks on any Advertisements through the date of such cancellation or termination.

5. Prohibited Uses. Customer agrees not to: (i) generate fraudulent impressions of or fraudulent clicks on any advertisements on the Service, including but not limited to using robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search optimization services and/or software; (ii) advertise substances, services, products or materials that are illegal; (iii) violate any policy posted in the Acceptable Use Policy; (iv) fraudulently redirect end user including but not limited to unauthorized use of proprietary rights, copyrights, trademarks, or servicemarks in URLs, use of false or misleading URLs, use of "ghosting", "cloaking", and/or "doorway pages" methods; or (v) engage in any other illegal or fraudulent business practices. Network Solutions reserves the right to manually review all creative for quality and relevancy and reserves the right to refuse any Advertisement should Network Solutions or a Network Solutions affiliate determine it to be inappropriate or irrelevant for any reason whatsoever.

PerformanceClicks is not intended to assist You in engaging in unlawful or morally objectionable activities. Network Solutions' search engine partners reserve the right to refuse or remove any URL or web page from a search engine's index for any reason. Furthermore, Network Solutions explicitly reserves the right to terminate Your license or Your Service if it comes to Network Solutions' attention that You are using PerformanceClicks to enable or otherwise enhance Your participation in objectionable activities, which include, but are not limited to, the following: spamming or churning; activities designed to undermine the validity and/or credibility of search engine results; activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You live or access the Internet; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; or activities designed to harm minors in any way.

Network Solutions reserves the right at its sole discretion to refuse to sell the PerformanceClicks Service for the following category of sites: pharmacy, gambling and adult sites as well as any other site that may be in violation of the law. Network Solutions PerformanceClicks packages only apply to English language Web sites advertising on US based search engines.

You agree that any URL or web page you submit using PerformanceClicks must resolve to an operational web page and may not resolve to a DNS error, a 404 error or other error message. Your web page must be publicly accessible without the use of passwords or other access codes. Because of the spidering technology used in many search engines, Your web pages must not reside on a secure server or use any spider blocking technology. The description of Your web page must be relevant to the page content.

You represent and warrant that Your URL and/or web page(s) do not infringe the intellectual property rights of any third party. You further represent and warrant that Network Solutions, its search engine and directory partners, and each of them, have the

right and license under any rights or interests You may have in Your URL and/or web page(s) to publicly perform, publicly display, and distribute any search listings generated by PerformanceClicks, and to copy, modify or manipulate the search listings as necessary to conform to search engine standards.

6. Use of Service. Customer agrees to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any governmental entity. Customer acknowledges that Network Solutions may change the minimum pricing for bids at any time. If Network Solutions, in its sole discretion, believes that Customer's ability to pay timely is or becomes questionable, Network Solutions may require payment in advance or may immediately stop serving and displaying Customer's Ads.

All requested URL links, search terms and descriptions are subject to Network Solutions' approval. Network Solutions reserves the right to reject, cancel or remove any URL link, search terms and descriptions at any time for any reason whatsoever.

7. Relevancy. You may only submit search terms and descriptions to Network Solutions' PerformanceClicks Services that are relevant to your web site(s) or to those web page(s) contained in your web site(s). All search terms and descriptions submitted are subject to relevancy review by Network Solutions, and are subject to removal or rejection.

8. Trademark Searches. Due to the volume of search terms/keywords generated through the PerformanceClicks Service, Network Solutions will not perform trademark searches on search terms/keywords that it recommends. Network Solutions reserves the right to remove or delete search terms/keywords in the event that a third party demonstrates to Network Solutions that a customer's use of a search term/keyword may infringe such third party's intellectual property rights.

9. Guarantee. Network Solutions must allow for at least three months of keyword ad campaigns in order to realize the guaranteed clicks that are offered as a part of the PerformanceClicks Services. After this three month period is completed, Network Solutions guarantees to deliver the number of clicks specified in your PerformanceClicks package. Network Solutions must receive your cooperation in order to meet the guarantee of delivering clicks. Lack of cooperation in responding to Network Solutions requests regarding information about your site may void the guarantee. If Network Solutions does not meet the guarantee in any month beyond the initial three month period by not delivering all clicks that are guaranteed, the unfulfilled clicks will be rolled over to the following month unless the customer calls and requests a refund for the unfulfilled clicks. If the customer does request a refund for unfulfilled clicks then those unfulfilled clicks will not be rolled over to the following month. You agree that you waive all rights to any refund for unfulfilled clicks seven (7) days from the last day of the month when the guaranteed clicks had not been met by Network Solutions.

10. Monthly Clicks and Billing. Network Solutions will take your monthly number of clicks and divide them throughout the month. For example if you select the 50 click package, you should expect on average 1 to 2 clicks per day for each day of the month

(30 or 31 days). Once you have received these daily clicks, your campaign will be switched off until the following day. As a result, you may not see your Ad on certain networks at all times. Network Solutions activates billing for PerformanceClicks upon purchase. To receive ad clicks, you must have a live Web site. Lack of a web site will not defer charges or fees for the PerformanceClicks service.

This is Service Agreement Version Number 7.7.1

1. INTRODUCTION. In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Network Solutions, LLC and its wholly-owned subsidiaries ("Network Solutions"). This Agreement explains our obligations to you, and your obligations to us in relation to the Network Solutions service(s) you purchase. By purchasing or otherwise applying for Network Solutions service(s), you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Network Solutions service(s) or to modify or cancel your Network Solutions service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you (including, but not limited to, domain name registration services) is your agent with full authority to act on your behalf with respect to such services in accordance with the permissions granted, and that the Primary Contact and Account Administrative Contact for your account shall have the authority, without limitation, to terminate, transfer (where transfer is permitted by the Agreement), or modify such services or your account information, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in Herndon, Virginia, the location of our principal places of business. Except as otherwise expressly set forth in this Agreement, you agree that if you list, directly or by default, Network Solutions as a contact for your account and/or any of the services in your account, we have the right, without notice, to remove our name and/or information from any such account or service and to replace the same with the name and/or information provided by you for any other contact associated with that account or service.

2. VARIOUS SERVICES. Sections 1 through 30 apply to any and all Network Solutions services that you purchase. The terms and conditions set forth in the Schedules of this Agreement apply only to customers who have purchased the Network Solutions services referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 30 and the terms of the Schedules, the terms of the Schedules shall control with regard to the applicable Network Solutions service. **IMPORTANT NOTICE CONCERNING BUNDLED SERVICES:** If you purchase Network Solutions services that are sold together as a "bundled" package (e.g., you select a Web Site package that includes both a domain name and a Network Solutions Web Site, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all Network Solutions services provided as part of the bundled package. Please see Section 10(d) of this Agreement for more information. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by Network Solutions in its sole discretion.

3. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the services you purchased, you agree to pay Network Solutions the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from Network Solutions. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement. Customers who purchase Service(s) through outbound telemarketing and request cancellation of Service(s) within ten (10) days of purchase are entitled to a refund of all fees. If you qualify, we may extend payment terms to you under our Business Account Credit Program. Unless otherwise specified herein or on our Web site, each Network Solutions service is for a one-year initial term and renewable thereafter for successive one to ten-year terms, as set forth during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. Except with respect to service to which you subscribe on a monthly basis, we will endeavor to provide you notice prior to the renewal of your services at least fifteen (15) days in advance of the renewal date. Additional payment terms may apply to the Network Solutions services you purchase, as set forth in the applicable Schedules to this Agreement. We may provide you with an opportunity to "opt in" to our automatic renewal process in accordance with the instructions (and subject to your agreement to the terms and conditions pertaining to that process) on our Web site. You agree that if you use of our auto-renew service, we will attempt to renew your service approximately sixty (60) days prior to its expiration, for the same term then-currently in place for the service, and at the then-current price for the service. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the then-current term of the service, and that we are authorized to charge your credit card on file for the renewal of the service(s). In any event, you are solely responsible for the credit card information you provide to Network Solutions and must promptly inform Network Solutions of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. Network Solutions shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. In order to process a renewal under our auto-renew service, we may use third-party vendors for the purpose of updating the expiration date and account number of your credit card on file. Such third-party vendors maintain relationships with various credit card issuers and may be able to provide us with the updated expiration date and account number for your credit card by comparing the information we have on file with the information the third-party has on file. By selecting our auto-renew service, you acknowledge and agree that we may share your credit card information with such a third-party vendor for the purpose of obtaining any update to your credit card expiration date and account number. You agree to pay all value added, sales and other taxes (other than taxes based on Network Solutions income) related to Network Solutions services or payments made by you hereunder. All payments of fees for Network Solutions services shall be made in U.S. dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable Network Solutions services. All sums due and payable that remain unpaid after any

applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

4. ACCURATE INFORMATION. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that Network Solutions (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that Network Solutions may use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

5. PRIVACY. Our privacy statement, (a) for Web sites and/or value added services purchased through www.netsolwebsites.com is located on our Web site at <http://wsm1.ezsitedesigner.com/privacy/PrivacyPolicy.html> and is incorporated herein by reference, as it is applicable to such Web site purchases (other services purchased through www.netsolwebsites.com), including, but not limited to, domain name registrations, are covered by the privacy statement set forth on our Web site at <http://www.networksolutions.com/legal/privacy-policy.jsp>), (b) for Network Solutions services purchased through www.mycomputer.com is located on our Web site at http://www.mycomputer.com/agreements/privacy_policy.html and is incorporated herein by reference for all such Network Solutions services, and (d) for all other Network Solutions services is located on our Web site at <http://www.networksolutions.com/legal/privacy-policy.jsp> and is incorporated herein by reference for all such Network Solutions services. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's

personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

6. OWNERSHIP. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Network Solutions services identified herein ("Network Solutions Intellectual Property Rights") are owned by Network Solutions or its licensors, and you agree to make no claim of interest in or ownership of any such Network Solutions Intellectual Property Rights. You acknowledge that no title to the Network Solutions Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Network Solutions or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Network Solutions and all right, title and interest in and to each such Derivative Work shall automatically vest in Network Solutions. Network Solutions shall have no obligation to grant you any right in any such Derivative Work.

7. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY NETWORK SOLUTIONS SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL NETWORK SOLUTIONS, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM NETWORK SOLUTIONS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWORK SOLUTIONS'S

LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. Network Solutions and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your web site or your Network Solutions web site; (8) loss or liability from your inability to use our e-mail service, web site manager service or any component of the subscription service (for websites from Network Solutions); (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or reregistration fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard not under Network Solutions sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

8. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER NETWORK SOLUTIONS NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR

SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

9. INDEMNITY. You agree to release, indemnify, defend and hold harmless Network Solutions and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Network Solutions services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Network Solutions, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the Network Solutions services, or (g) any information, material, or services available on your licensed Network Solutions Web Site. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Network Solutions services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

10. TERMINATION.

- a. By You. You may terminate this Agreement upon at least thirty (30) days written notice to Network Solutions for any reason.
- b. By Us. We may terminate this Agreement or any part of the Network Solutions services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 4 of this Agreement, if we determine in our sole discretion that you have violated the Network Solutions Acceptable Use Policy, which is located on our Web site at

<http://www.networksolutions.com/legal/aup.jsp> and is incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.

c. Effect of Termination. Except as otherwise expressly set forth herein or on our Web site, Network Solutions will cease charging your credit card, if applicable, for any monthly service fees as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by Network Solutions, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time, as provided in various Schedules below). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Network Solutions incurs in closing your account. You agree to pay any and all costs incurred by Network Solutions in enforcing your compliance with this Section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Network Solutions service, if applicable. In addition to the terms set forth herein, certain Network Solutions services may have additional terms regarding termination, which are set forth in the applicable Schedule.

d. Effect of Termination of Bundled Services. In addition to the terms set forth in subsection 10(c) above, if you purchase Network Solutions services which are sold together as part of a "bundled" package of services, any termination relating to such bundle will terminate all Network Solutions services included in such bundle. For instance, any domain name registered with or maintained by Network Solutions under this Agreement (but not including any domain names you may have registered, either with Network Solutions or a third-party registrar, separately and not as part of a bundled service) will be cancelled and may thereafter be available for registration by another party. Upon the effective date of termination, Network Solutions will no longer provide the bundled services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services.

11. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your registration nor use of the any of the Network Solutions services nor the manner in which you intend to use such Network Solutions services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you have selected the necessary security option(s) for your domain name registration record, (iv) you are of legal age to enter into this Agreement (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and (vi) you agree to comply with all applicable laws and regulations.

12. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on Network Solutions Web sites, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use Network Solutions services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Network Solutions is authorized to alter or amend the terms and conditions of this Agreement.

13. ACCOUNT ACCESS. To access or use the Network Solutions services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase. You agree that we may log off any account that is inactive for an extended period of time.

14. AGENTS. You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

15. RESERVED

16. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or to delete your chosen domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or we delete your chosen domain name or other Network Solutions service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your chosen domain name, refusal to issue a digital certificate, the deletion of your chosen domain name or refusal to register you for other Network Solutions service(s).

17. NOTICES AND ANNOUNCEMENTS. (a) Except as expressly provided otherwise herein, all notices to Network Solutions shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Network Solutions, LLC, Attention: Legal Department, 13861 Sunrise Valley Drive, Herndon, Virginia 20171. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement) or to any e-mail address associated with your domain name registration(s) with Network Solutions. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, e-mail or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

18. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

19. ENTIRE AGREEMENT. You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

20. ASSIGNMENT AND RESALE. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to

obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services (or portion thereof) without Network Solutions prior express written consent.

21. GOVERNING LAW.

- a. You and Network Solutions agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division for any disputes between you and Network Solutions under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and Network Solutions). If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, for any such disputes, you and we agree that exclusive jurisdiction and venue shall be in the courts of Fairfax County, Fairfax, Virginia.
- b. Reserved.
- c. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.
- d. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

22. AGREEMENT TO BE BOUND. By applying for a Network Solutions service(s) through our online application process or otherwise, or by using the service(s) provided by Network Solutions under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

23. INDEPENDENT PARTIES. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

24. WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Network Solutions. The remedies of Network Solutions under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any

provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

25. EXPORT RESTRICTIONS. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any Network Solutions services in violation of the laws and regulations of any applicable jurisdiction.

26. U.S. Government Users. In the event any software is provided by Network Solutions to a U.S. Government User, the software and accompanying documentation which are used as part of the Network Solutions service are "commercial items," as such terms are defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (Jun 1995), all U.S. Government entities acquiring the use of the Service and accompanying documentation shall have only those rights set forth herein.

27. FORCE MAJEURE. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Network Solutions may immediately terminate this Agreement.

28. HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

29. SURVIVAL. In the event this Agreement terminates as provided herein, Sections 1, 2, 3, 6, 7, 8, 9, 10(c), 10(d), 14, and 17 through 29 of this Agreement shall survive such expiration or termination.

30. AIRLINE FREQUENT FLYER MILES. Network Solutions may provide you with the opportunity to receive airline frequent flyer miles (?Miles?) with select airlines as determined by Network Solutions, in its sole discretion from time to time, for qualifying purchases in accordance with the terms and conditions set forth on our Web site. You acknowledge and agree that (a) any Miles accrued and awards issued are subject to the terms and conditions of the applicable frequent flyer program, (b) all applicable taxes and fees related to such Miles and/or award travel are your responsibility, (c) in order to earn

Miles for qualifying purchases the name on your Network Solutions account and the applicable frequent flyer account must match, (d) Network Solutions has your permission to provide your account information to the applicable airline granting any such Miles, (e) you will only be eligible to receive up to one hundred thousand (100,000) American Airlines® AAdvantage® Miles during a 12-month period if you are a U.S. entity or citizen or sixty thousand (60,000)

American Airlines AAdvantage Miles during a 12-month period if you are a non-US entity or citizen, (f) you will only be eligible to receive up to fifty thousand (50,000) United® Mileage Plus® Miles during a 12-month period, (g) all Delta SkyMiles® credited to your Delta SkyMiles program account shall be standard miles and shall not count toward medallion or other elite status unless otherwise stated by Delta, (h) all US Airways® Dividend Miles terms and conditions apply, and (i) all claims related to or arising from uncredited Miles must be made within one (1) year of the date of any such qualifying purchase. Please allow 8-10 weeks for miles to be posted to the applicable frequent flyer account. Miles will be processed after two full months of service for Web Hosting transactions. You are eligible to earn Miles for qualifying purchases unless otherwise stated by the applicable airline frequent flyer program, your employer or other third party.

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United® and Mileage Plus® are registered trademarks of United Air Lines, Inc. United may change Mileage Plus program rules, regulations, travel awards and special offers or terminate the Mileage Plus program at any time and without notice. United, its subsidiaries, affiliates, and agents are not responsible for any products and services of other participating companies. For complete details about the Mileage Plus program, visit www.united.com. Network Solutions reserves the right to end or amend this program without notice.

SERVICE SPECIFIC TERMS: The following terms apply in addition to Sections 1 through 30 only if you have purchased the particular service described:

SCHEDULE A TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES

1. Security. Network Solutions does not guarantee the security of your domain name registration records, and you assume all risks that the password and/or passphrase you select may be compromised as a result of fraudulent, unauthorized or illegal activity.
2. Fees and Payment. Initial domain name registrations, and domain name registrations that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, modify, or otherwise to request Network Solutions to affect the domain

name record or to provide domain name services. Domain name registrations in an unpaid status are routinely deleted on a regular basis.

3. Transfers and Licensing of Use. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us. You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: <http://www.networksolutions.com/legal/static-service-agreement.jsp?frnca>, incorporated herein by reference. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such license upon request by any person who provides reasonable evidence of actionable harm.

4. Network Solutions's Disclosure of Certain Information. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Network Solutions the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. You also grant to Network Solutions the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

5. Domain Name Dispute Policy. If you registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. The current version of the domain name dispute policy may be found at our Web site: <http://www.netsol.com/legal/dispute-policy.jsp>.

6. Domain Name Dispute Policy Modifications. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

7. Domain Name Disputes Brought by Third Parties. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. For the adjudication of any disputes brought by a third party against you concerning or arising from your use of a domain name registered with us or your use of our domain name registration services, you (but not Network Solutions) agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division and the courts of your domicile. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

8. No Guaranty. You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

9. Revocation. You agree that we may suspend, cancel or transfer your services, including, but not limited to, domain name registration services in order to: (i) correct mistakes made by us, another registrar or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our domain name dispute policy.

10. Survival. In the event the Agreement or this Schedule terminates, Sections 4, 5, 6, 7, 9, 10, 12, 13, and 14 of this Schedule shall survive such expiration or termination.

11. Under Construction Page. You acknowledge and agree that any or all domain names that are (i) registered with Network Solutions, (ii) hosted on a Network Solutions domain name server, and (iii) do not otherwise resolve to an active Web site, may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Network Solutions may place on any such Under Construction Page promotions and advertisements for, and links to, Network Solutions's Web site, Network Solutions product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may change the content and/or appearance of, or disable, any Under Construction Page at any time, in its sole discretion, and without prior notice. If for any reason, you do not want a domain name to resolve to the Under Construction Page described above, you may select an

Under Construction Page that contains only Network Solutions branding and a domain name registration search box, as provided on our Web Site.

12. Requests to Change Registrar; Transfers Generally. You agree that Network Solutions may deny any request to transfer a domain name registration that is otherwise capable of transfer to another registrar where you fail to respond appropriately to a transfer confirmation request from Network Solutions. Furthermore, you acknowledge and agree that pursuant to applicable policies adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") related to the transfer of domain names it is possible for your domain name to be transferred to another registrar even though the transfer has not actually been approved by you, and you agree that we shall not be liable to you for any such unauthorized transfers. You also acknowledge and agree that we cannot control and shall not be liable to you for the actions of third parties, including but not limited to registry operators, in connection with a domain name transfer, or a reversal of or refusal to reverse a domain name transfer, whether or not the transfer was approved by you.
13. Domain Protect. You agree that we may, but are not obligated to, place your domain name registration in a Domain Protect status to prevent unauthorized transfers of your domain name registration, as described on our Web site. You acknowledge and agree that in order to transfer a domain name registration that is in a Domain Protect status, you may first have to access the account manager tool on our Web site and remove the domain name registration from Domain Protect status.
14. Grace Period; IP Address Changes; Renewal and Transfer of Expired Domain Names on Your Behalf. You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other temporary page that may include promotions and advertisements for, and links to, Network Solutions's Web site, Network Solutions product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name during any applicable grace period, you agree that unless you notify us to the contrary we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf (such a transaction is hereinafter referred to as a "Direct Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Direct Transfer. In the event we are able to identify such a third party (the "Direct Transfer Customer") and effectuate such a Direct Transfer, we will notify you via email after the transaction is completed ("Direct Transfer Notification"). Additionally, you will be eligible to receive a portion of the funds received by us as a result of a Direct Transfer of your domain name, as follows: (i) if you registered your domain name with Network Solutions directly through our Web site, you will be eligible to receive twenty percent (20%) of the Net Proceeds received by us from our third party vendor as a result of a Direct Transfer; and (ii) if you registered

your domain name with Network Solutions through a third party agent (such as your ISP, for example), you will be eligible to receive fifteen percent (15%) of the Net Proceeds received by us from our third party vendor as a result of a Direct Transfer. You acknowledge and agree that the Direct Transfer process may be facilitated through a single Direct Transfer Customer, or through a brief auction involving multiple parties who are interested in your domain name. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by our third party vendor as a result of a Direct Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Direct Transfer of the domain name. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our Direct Transfer Notification, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our Direct Transfer Notification. We cannot guarantee, and we make no representation or promise, that any Direct Transfer will occur with respect to your domain name.

15. New Customers through a Backorder Service. If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Network Solutions at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of a Direct Transfer (defined above). If you are registering a domain name through a backorder service and the domain name was not registered with Network Solutions at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Network Solutions by the provider of the backorder service.

SCHEDULE B TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES IN THE COUNTRY CODE TOP-LEVEL DOMAINS.

I. cc-TLD Services. In addition to the terms set forth in Schedule A, , and with the exception of services in those country-code top-level domains for which a specific Schedule is provided in this Agreement (such as, for example, the .us and .eu top-level domains), the following terms shall apply to registrants of domain names registered in the country-code top-level domains available for registration on our Web site, including but not limited to the .tv, .cc, .bz, .ws, .au, .uk, .org.uk, .co.uk, .be, .br, .az, .at, .com.mx, .nz, .net.nz, .org.nz, .jp and .de country-code top-level domains ("ccTLD Services"). Your registration of a domain name in any ccTLD (each a "New TLD Domain Name"), is subject to policies and service agreements established or revised from time to time by the registry (or operator of such registry) for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective New TLD Registry's current policies and service agreements ("New TLD Registry Policies") are available for you to review at each New TLD's respective website

(for example, the registry policy for .bz can be found at <http://www.belizenic.bz/terms.php>, the registry policy for .be can be found at http://www.dns.be/eng/DomainInfo/enduser_termsandconditions.htm, the registry policy for .com.mx can be found at http://www.nic.mx/nic/plsql/nic_Politicas.nic_Politicas_Dominios, the registry policy for .nz can be found at <http://www.domainz.net.nz/Domainz.asp?Content=Terms>, the registry policy for .de can be found at <http://www.denic.de/doc/DENIC/agb.en.html>, the registry policy for .uk can be found at <http://www.nominet.org.uk/nominet-terms.html>). You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. You acknowledge and agree that you have reviewed and satisfied yourself as to the obligations and conditions contained in the applicable New TLD Registry Policies. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies. With respect to any domain name registrations in the .de ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us to designate Network Solutions (or our vendor's) personnel as your administrative contact for all such domain name registrations. With respect to any domain name registrations in the .nz ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us (or our selected vendor) to (i) submit service request to and interact with the .nz New TLD Registry on your behalf and (ii) designate a Network Solutions email address (or the email address of our selected vendor) as the registrant email address of record with the .nz New TLD Registry. With respect to any domain name registrations in the .co.nz, .org.nz, or .net.nz, you acknowledge and agree that email address for any domain name registrations will be defaulted to VeriSign, Inc.

II. Submission of ccTLD Orders. Subject to the terms hereof and the applicable New TLD Registry Policies, you may, through the use of the Network Solutions ccTLD Services or such other means as Network Solutions may designate in writing, place orders for the Network Solutions ccTLD Services. Such orders shall be submitted in the form and manner prescribed by Network Solutions. By submitting an order for any ccTLD Services, You represent and warrant to Network Solutions that the order is consistent with the New TLD Policies for the applicable New TLD Registry. You expressly authorize Network Solutions to bind you to all terms and conditions in any corresponding registry or registrar for the ccTLD Services provided pursuant to this Schedule. Furthermore, you acknowledge and agree that in certain specific instances a specific New TLD Registry may require direct contact with the Registrant or through Network Solutions or a third party provider of the ccTLD Services.

III. Compliance with Registrar and Registry Policies. You are solely responsible for ascertaining the contents of any New TLD Registry Policies and any amendments or modifications thereto. You represent and warrant that any order you submit for ccTLD

Services is compliant with the applicable registry policies, terms and conditions. You further represent and warrant that any information provided by or through you to Network Solutions in connection with the services hereunder is accurate and complete, and submitted in the form required by the applicable registry. You also agree that you have a continuing obligation to periodically monitor such policies for any changes.

IV. Supporting Documentation. You agree to timely provide Network Solutions with all information and supporting documentation reasonably requested by Network Solutions to fulfill any accepted order. If such information is not provided prior to the earlier of the time required for the provision of the ccTLD Services or a period of thirty (30) days from the date of the request, or if the information provided is incorrect or false, Network Solutions may terminate the portion of the order for which information was requested, and any fees paid in connection therewith shall be non-refundable or, if fees have not yet been paid, a 10% processing fee shall be applied.

V. Warranties. You represent and warrant that any ccTLD domain name registered pursuant to an order made hereunder is registered and used for lawful purposes.

VI. NO GRACE PERIOD for certain ccTLDs Registrations. There are no grace or redemption periods available for the following country specific domain names: .co.uk, .org.uk, .me.uk, .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, .mx. country-specific extensions ("Country Specific Domain Name(s)"). In addition, if you do not renew your Country Specific Domain Name prior to the renewal date for such country specific domain name, then you run the risk of loss of your Country Specific Domain Name. Due to this risk of permanent loss of your Country Specific Domain Name, as well as all other services purchased at the same time with these country-specific extensions, Network Solutions has placed these particular Country Specific Domain Names on automatic renewal ("Auto Renew") upon your purchase. This feature may be turned off by the Account Holder/Primary Contact or Account Administrative Contact. To turn the Auto Renew feature on or off, click the Renew Services tab, and then click the link in the Auto Renew column. **PLEASE NOTE THAT YOUR FAILURE TO RENEW YOUR COUNTRY SPECIFIC DOMAIN NAMES AND RELATED SERVICES BEFORE THE DATES LISTED BELOW WILL RESULT IN A FOURTEEN (14) DAY INTERRUPTION IN SERVICE ("INTERRUPTION PERIOD") BEFORE THE END OF YOUR THEN CURRENT TERM, AFTER WHICH YOUR COUNTRY SPECIFIC DOMAIN NAME WILL BE DELETED FROM THE REGISTRY.** You acknowledge and agree that by purchasing Country Specific Domain Name services from Network Solutions that Network Solutions shall not be liable for the following: (1) any loss, damage or liability you incur due to any interruption caused by your failure to renew the services; (2) any loss, damage or liability you incur due to the loss of domain name registrations as a result of the failure to renew such services; and (3) your sole and exclusive remedy for any claim arising under this Country Specific Domain Name service shall be limited to those remedies provided under Section 7 (Exclusive Remedy) of this Service Agreement. Network Solutions, LLC disc laims any and all liability in the loss of domain name registrations due to failure to renew services.

.co.uk, .org.uk, .me.uk, .de, and .be country-specific extensions must be renewed no later than twenty six (26) days before the domain name's expiration date to avoid a fourteen (14) day interruption in service.

.jp, .at, .co.nz, .net.nz, .org.nz, and .mx country-specific extensions must be renewed no later than fifty seven (57) days before the domain name's expiration date to avoid a fourteen (14) day interruption in service.

We will send a reminder up to one hundred five (105) days before the expiration date reminding you that your country-specific domains will automatically renew, so that you have enough time to make sure your credit card information is up-to-date. Sixty (60) days before the expiration date the credit card on file will be charged the current rate for the service(s) and will be renewed for the same term the service(s) were last registered or renewed. To ensure continuation of service, please be certain you have a valid credit card on file.

If you turn-off the Auto Renew feature, Network Solutions will send you several notices to ensure you have enough time to renew your Country Specific Domain Names. To ensure continuation of service, please be certain you have a valid e-mail address on file.

VII. Additional Terms.

1. .co.nz, .org.nz and .nz have a legal age requirement of eighteen (18) years of age.
2. Airline miles can not be earned with a purchase of ccTLD services.
3. .uk registry may, in its sole discretion, not allow the Private Registration service to be used by businesses who register a .co.uk, .org.uk, and/or .me.uk country-specific domain name. Refunds will not be given for the Private Registration services in this scenario.
4. No transfers or legal name changes are allowed for .co.uk, .org.uk., .me.uk., .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, or .mx country-specific domain name registrations, which includes, but is not limited to, CRA, RNCA, channel transfers, account consolidation by 2 or more users.
5. Customers registering a .de country-specific domain name must utilize the Network Solutions proxy Administrative Contact settings if the Account Holder/Primary Contact or Account Administrative Contact does not have a German address.
6. Failure to comply with any of the .co.uk, .org.uk., .me.uk., .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, or .mx country-specific domain name terms and conditions will be considered breach of contract and loss of domain name by, in its sole discretion, Network Solutions or the applicable registry.
7. The Network Solutions Domain Protect Service is not applicable for .co.uk, .org.uk, .me.uk, .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, .mx country-specific domain name registrations.

VIII. Additional Terms for .AU ccTLD. In addition to the terms set forth in Schedule A and above in this Schedule, the following additional terms shall apply to registrants of domain names registered in the .au country-code top-level domain.

Summary

The terms and conditions set forth below govern the registration of domain names in the .au country-code top-level domain and are mandated by auDA (as defined below).

For purposes of this Schedule, the defined terms set forth below shall have the following meaning:

"auDA" means .au Domain Administration Limited ACN 079 009 340, the regulatory body responsible for administering the .au ccTLD and its associated sub-domains.

"ccTLD" means country code top-level domain of the domain name system, corresponding to the two-letter code of the ISO 1366 standard codes for the representation of name of country territories. Thus, for example, the ccTLD for Mexico is ".mx" and the ccTLD for Japan is ".jp." The term "ccTLD" specifically excludes generic top-level domains now existing or identified by ICANN in the future, including without limitation .com, .net, .org, .biz, .info, .name, .aero, .coop or .pro.

"Domain Name" means the domain name registered in the .au country-code top-level domain in accordance with this Agreement.

"Domain Name Application" means an application by a Registrant for a Domain Name License, or the renewal of an existing Domain Name License.

"Domain Name License" means the License to use a Domain Name for a specified period of time, as evidenced by a certificate of registration issued by the Registrar to the Registrant.

"National Privacy Principles" has the same meaning as in the *Privacy Act 1988* (Cth).

"Published Policies" means those specifications and policies established and published by auDA from time to time, as the self-regulatory body responsible for the administration of the .au ccTLD, in accordance with its constitution.

"Registrant" means a holder of, or an applicant for, a Domain Name License, and includes its agent.

"Registrant Agreement" means this Agreement.

"Registrant Data" means the Registrant data submitted by the Registrar to the Registry.

"Registrar" means Network Solutions, LLC and its wholly owned subsidiaries.

1. REGISTRAR'S AGENCY.

The Registrar agrees and covenants to act as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to them under this Registrant Agreement.

2. REGISTRATION OF DOMAIN NAMES

2.1 A Domain Name Application must be in the form prescribed under the Published Policies. The Domain Name must comply with the Published Policies.

2.2 The Registrar and the Registrant do not have any proprietary right arising from:

2.2.1 the registered Domain Name; or

2.2.2 the entry of a Domain Name in the Registry Database.

2.3 All personal information pertaining to the Registrant is held by auDA for the benefit of the Australian public.

3. CONSENT TO USE REGISTRANT INFORMATION

3.1 The Registrant grants to auDA, the right to publicly disclose to third parties, all information relating to the registered Domain Names in accordance with the Published Policies which are available on auDA's website <http://www.auda.org.au>.

3.2 The Registrant grants to the Registrar, the right to disclose to the Registry Operator, all information which are reasonably required by the Registry Operator in order to register the Domain Name in the Registry.

3.3 The Registrant grants to the Registry Operator, the right to publicly disclose to third parties, all information relating to the registered Domain Name to enable the Registry Operator to maintain a public WHOIS service, provided that such disclosure is consistent with:

3.4 the National Privacy Principles; and

3.5 auDA's Published Policies.

4. CHANGE OF REGISTRARS

4.1 The Registrar must ensure that the Registrant can easily transfer registered Domain Names to another registrar in accordance with the Published Policies. The Published Policies include, but are not limited to, such matters as:

4.1.1 the maximum fees chargeable by the Registrar;

4.1.2 when fees are not chargeable by the Registrar;